

## **COUNTY OF LOS ANGELES**

**RICK AUERBACH - ASSESSOR** 

500 WEST TEMPLE STREET LOS ANGELES, CALIFORNIA 90012-2770 lacountyassessor.com (213) 974-3363



NOTICE:

UPON ACCEPTANCE BY THE OFFICE OF THE ASSESSOR, THIS ORDER CONSTITUTES BINDING AGREEMENT BETWEEN THE CUSTOMER AND THE COUNTY OF LOS ANGELES, OFFICE OF THE ASSESSOR, FOR THE SALE OR LEASE OF THE WITHIN DESCRIBED PERSONAL PROPERTY OF THE COUNTY. BEFORE SUBMITTING YOUR ORDER READ THIS ENTIRE DOCUMENT. YOUR SIGNATURE SIGNIFIES YOUR UNDERSTANDING AND ACCEPTANCE OF ALL TERMS:

## CUSTOMER INFORMATION: Name: \_\_\_\_\_ Company Name: \_\_\_\_\_ Department: Address: State: ZIP: \_\_\_\_\_\_ City: Telephone: ( ) e-mail: SHIP TO: Complete below if different from above. Company Name: Department:\_\_\_ Address: City:\_\_\_\_\_ \_\_\_\_\_ ZIP: \_\_\_\_\_ Telephone: ( ) MEDIUM COPIES (Please specify density for tape orders) **ITEM NAME** REQUIRED

DELIVERY INSTRUCTIONS:	Pick-up	Mail	Common Carrier (name):	
(5)				

(Please check one)

LEASED AND/OR PURCHASED MATERIALS WILL BE USED AS FOLLOWS:
(All uses must be listed.)

## CONDITIONS OF AGREEMENT

In consideration of the agreement of the Office of the Assessor, County of Los Angeles "Assessor" to provide to the Customer information such as the Assessor's Secured Local Roll File, Secured Basic File Abstract, Cross Reference Roll File, etc. on magnetic tape or any other medium or format as shown in the Los Angeles County Assessor Sales Catalog, Customer understands and agrees to the following:

- 1. Payment of the standard charges, as determined by reference to said catalog, is to be made *upon picking up* the product, *or* prior to obtaining the product (if it is to be sent by mail, e-mail, or FTP), *or* within 30 days of billing (if a trust account has been set up with our office). We cannot refund payment, once the product has been delivered.
- 2. Any and all information in the original form provided to Customer under this agreement is for use of Customer only and will not be conveyed in such original form to any firm, agency or individual.
- 3. The Office of the Assessor makes no representation or warranty that the information provided under this agreement is accurate and/or has no errors or omissions. AS SUCH, THE INFORMATION IS FURNISHED BY THE OFFICE OF THE ASSESSOR WITH NO WARRANTY OF ANY KIND WHATSOEVER. THE OFFICE OF THE ASSESSOR SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE CUSTOMER FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES EVEN IF THE OFFICE OF THE ASSESSOR HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.
- 4. The Office of the Assessor may show a tentative assessed value for the roll being prepared. The amount shown is subject to change prior to actual delivery of the roll and no reliance on it shall be made.
- 5. In the event the Assessor sends the leased property through mail or parcel services and the customer receives it in damaged condition, CUSTOMER MUST NOTIFY the Assessor immediately upon its receipt by calling (213) 974-3363; otherwise, Assessor will consider the damage happened due to customer's fault and therefore, customer shall pay the Assessor the actual cost of the damages or replacement.
- Except in the case of mailing labels, microfiche, CD's, DVD's, and diskettes, which are sold, THE MATERIALS PROVIDED TO THE CUSTOMER UNDER THIS AGREEMENT REMAIN THE PROPERTY OF THE ASSESSOR. Customer is responsible for the return of leased materials in undamaged condition no later than 12:00 noon on the tenth business day following the date of receipt by Customer. THEREAFTER, A PENALTY EQUAL TO FIFTEEN PERCENT (15%) OF THE TOTAL RENTAL CHARGES SHALL BE CHARGED FOR EACH BUSINESS DAY OF DELINQUENCY, provided, however, penalties may be waived upon reasonable proof that delinquency is not due to the fault of Customer. Such waiver must be approved by the Chief, Management Services, Office of the Assessor: and
- 7. In the event of loss of leased property by Customer or its agents, Customer shall pay to Assessor the actual cost of replacement. Any penalties provided in 6, above, shall cease to accrue upon Customer's notice to Assessor of such loss. When return of County property is fifteen (15) business days delinquent, the property will be deemed lost and the Customer will be liable for the delinquent penalties, <u>plus</u> cost of replacement. No further penalties shall accrue thereafter, however; and
- 8. In the event the property is returned in damaged condition, Assessor shall, AT ITS SOLE DISCRETION, determine whether restoration is required. Customer shall bear the actual cost to Assessor of such restoration, if made; and
- 9. Customer shall not be permitted to rent, lease or otherwise receive any property of the Assessor, if any property provided under this or any other agreement with the Assessor is overdue for return, or if there remain unpaid any charges for which the Customer is responsible under such agreement, including sales or rental charges, applicable taxes, penalties, replacement costs or restoration costs.

I (name)	hereby declare that I have read and understand this order and agreement, that I am duly authorized to place this order on behalf of the agency, firm or individual identified above as "Customer", and to be Customer to the above terms and conditions. I further understand that it is not possible for the Assessor to state that exact price of materials ordered until the order is prepared, because price is determined by the amount of the media required. This order submitted on the basis of the unit price of the indicated materials and media, as listed in the Los Angeles County Assessor Sa Catalog.						
	Signature	Date					
	Title or Position						
SPECIAL	INSTRUCTIONS:						

Please send check and original Order Form to:

LOS ANGELES COUNTY ASSESSOR 500 WEST TEMPLE STREET, Room 291 LOS ANGELES, CA 90012

Attn: Property Data Sales FAX NO.: (213) 626-0862

If you have any questions, feel free to call our office at (213) 974-3363.